

COWIN EQUIPMENT COMPANY, INC.

COMMERCIAL APPLICATION AND CONTRACT FOR CREDIT AGREEMENT

2238 Pinson Valley Parkway Birmingham, AL 35217

(205) 841-6666 or (800) 239-2694

FAX (205) 849-0853

Customer Full Legal Name (Individual or Company)

d/b/a Trade Name

Street Address

City

State

Zip

County

Phone Number

Fax Number

Cellular Number

Email Address

BUSINESS INFORMATION Corporation Partnership Proprietorship LLC Years in Business _____
If less than 2 years personal guarantee required

Former Business Name _____ D & B# _____

Have you ever filed bankruptcy? _____ Federal Tax ID# _____

Bonding Co. Name and Phone # _____

AUTHORIZED AGENT INFORMATION (If more than one provide list)

Full Name

Relationship to Customer

Phone Number

Social Security Number

Email Address

PRINCIPAL OFFICERS	Address	Social Security Number

TRADE REFERENCES	Phone Number	Fax Number

BANKING INFORMATION

Bank Name

City/State

Checking Account #

Officer

Phone Number

BILLING INFORMATION

Purchase Order Number Required? Yes: ___ No: ___

Job #s Required? Yes: ___ No: ___

Monthly Statement? Yes: ___ No: ___

Tax Exempt? Yes: ___ No: ___

*If Exempt, attach proper forms.

INSURANCE INFORMATION

Insurance Co. _____

Insurance Contact _____

Insurance Co. Phone # _____

*Insurance Certificate required prior to rental

Accounts Payable Contact

E-mail Address

Phone Number

Fax Number

PROVISIONS OF APPLICATION AND CONTRACT

Confidential Credit Information

TERMS & AGREEMENT

The undersigned ("Customer") in consideration of open account credit terms with Cowin Equipment Company, Inc. ("Creditor") or any of its affiliated entities or assigns ("Cowin"), warrants by executing this agreement that all purchases/rentals made by Customer from Cowin Equipment Company, Inc. are subject to terms and conditions set forth within these provisions.

In consideration of open account credit terms with Cowin Equipment Company, Inc., I/We agree to the following terms of payment: **Net 30 Days on parts and service, Net Cash for machine purchases, and Cash in Advance each month for lease/rentals, the first month's payment payable on the initial lease date, unless otherwise negotiated.** Customer agrees to pay all finance charges of 1.5% per month on any unpaid past due balances. Cowin should be notified of any disputed invoices within thirty (30) days of the receipt of the invoices/contracts, otherwise they are deemed correct and due for payment. Any account with a delinquent balance may be placed on cash basis at the discretion of Cowin Equipment Company, Inc., and any rental equipment maybe picked up without notice given. In the event this account becomes delinquent and is placed for collection requiring the assistance of a collection agency, commercial forwarder or attorney, I/We agree that Cowin reserves the right to bring legal action in whatever jurisdiction Cowin requires, and to reimburse, indemnify and pay Cowin all reasonable costs, expenses and/or collection fees incurred. The undersigned also waives all rights of real and personal property available under the Laws of the State of Alabama.

The individual(s) signing this agreement agrees that he or she is an authorized agent to execute this agreement, and the information contained within is a true and accurate statement of information regarding Customer. Customer agrees that a photocopy or facsimile of this agreement shall be valid as the original. Customer waives the right to trial by jury of all disputes, controversies and claims of any kind or character whatsoever, whether the dispute, claim or controversy is submitted to arbitration or is decided by a court. The applicant authorizes Cowin to obtain a written or oral credit report from any credit reporting agency or other inquiries it deems necessary in connection with this agreement. The applicant authorizes any bank or commercial business with which the applicant has current or inactive experience to give any and all necessary information to Cowin, to assist in the credit investigation. I/We authorize Cowin Equipment Company, Inc. to contact our insurance company to obtain insurance information/certificate(s) showing the required Rental Contract Insurance is active and acceptable by Cowin.

Print Customer Name: _____

Print Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Print Authorized Agent's Title: _____

Date Signed: _____

PERSONAL GUARANTEE

I/We authorize Cowin Equipment Company, Inc. and their assigned/designees to make whatever inquiries it deems necessary, including the obtaining of a consumer report pursuant to the provisions of the fair credit act, in connection with this application. The applicant authorizes any person, trade reference, bank or commercial business with which the applicant has current or inactive experience to give any and all necessary information to Cowin, which will assist in the credit investigation. I/We agree that all such information along with the credit application, shall remain the property of Cowin Equipment Company Inc., and/or their assignees whether or not the application is approved.

For value received, the undersigned Guarantor(s) personally guarantee the account of the above named applicant to Creditor. In the event said account should become delinquent and placed for collection, I/we further agree to reimburse, indemnify and pay seller all reasonable cost, expenses and/or collection fees incurred in the collection of the aforementioned delinquency. Where the collection is handled by a collection agency, commercial forwarder and/or an attorney, I/We agree that Cowin reserves the right to bring legal action in whatever jurisdiction Cowin requires. The undersigned Guarantor(s) waive(s) the right to trial by jury of all disputes, controversies and claims of any kind or character whatsoever, whether the dispute, claim or controversy is submitted to arbitration or is decided by a court. The undersigned also waives all rights of real and personal property available under the Laws of the State of Alabama.

This guarantee shall be absolute, continuing and irrevocable for the indebtedness of the account. This agreement shall remain in full force until the expiration of 30 days after written notice of revocation is received by Cowin via certified mail with proof of delivery. This revocation shall have no effect regarding any account indebtedness incurred prior to the receipt of the revocation and the expiration of the 30 day period. If the extension of credit was based in part or whole on this personal guarantee, the account terms may be changed to C.O.D. at Cowin's discretion.

Guarantor's Signature: _____

Guarantor's Signature: _____

Print Guarantor's Name: _____

Print Guarantor's Name: _____

Address: _____

Address: _____

SSN: _____ DOB: / / _____

SSN: _____ DOB: / / _____

Witness Signature: _____

Witness Signature: _____

Print Witness Name: _____

Print Witness Name: _____

Date: _____

Date: _____

Incomplete applications are subject to credit denial, signature is required

Fax (205) 849-0853 or E-mail rbrennan@cowin.com

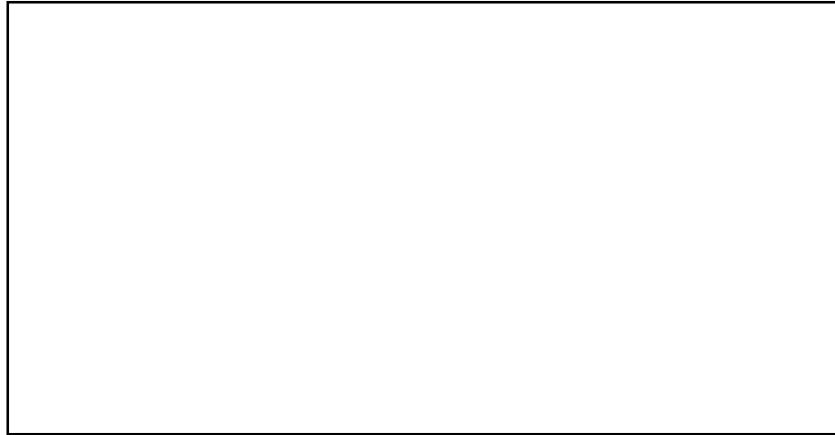
Mail To: Cowin Equipment Company Inc., 2238 Pinson Valley Parkway Birmingham, AL 35217

(Revised July 1, 2015)

DRIVER'S LICENSE REQUEST FORM

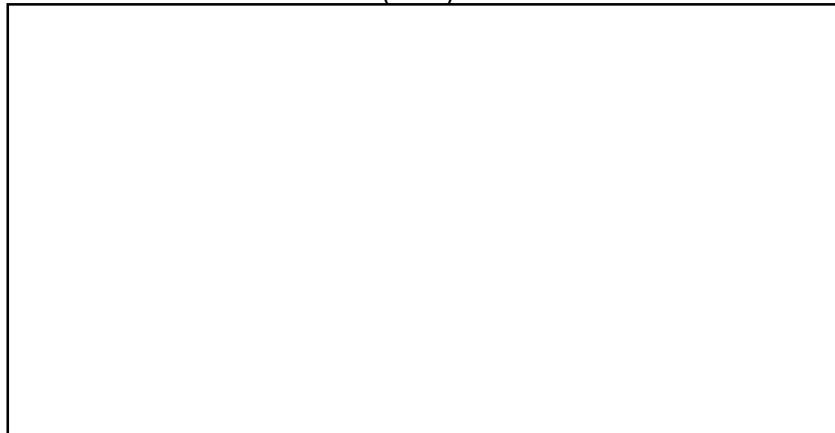
In order to protect you from identity theft and fraud, Cowin Equipment Company, Inc. requests that you provide us a copy (front and back) of your valid driver's license as confirmation of identity and signature. All contract signers must return a copy of their license. If there are multiple signers, please print and return additional copies of this form.

(Front)



Place driver's license in box and copy.

(Back)



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www.cowin.com

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____